

IV.
MEMORANDUM OF AGREEMENT

IT IS EXPRESSLY AGREED that any and all acts and services hereunder by Second Party shall be at the sole expense of First Party.

MEMORANDUM OF AGREEMENT made and entered into this 15 day of September, 1927, by and between B. F. MAHONEY, hereinafter for convenience referred to as "First Party", and MARTIN JENSEN, hereinafter for convenience referred to as "Second Party", and Peggy, JENSEN (wife of said Second Party), hereinafter for convenience referred to as "Third Party";

WITNESSETH:

WHEREAS, on or about the 23rd day of August, 1927, the said First Party and the Metro-Goldwyn-Mayer Corporation, entered into an agreement, a true copy of which is hereunto annexed and hereby referred to;

NOW THEREFORE, in consideration of the covenants and agreements herein contained on the part of the respective parties here-to, IT IS AGREED by and between said First Party and said Second Party as follows:

I.

Second Party agrees to pilot and fly by non-stop airplane flight, in accordance with said annexed agreement, the airplane to be furnished by First Party, and referred to in said agreement, transporting therein one live lion to Roosevelt Field, New York, and agrees that said airplane in which said lion shall be transported will be landed at Clover Field, Santa Monica, California, at least two days before the commencement of said non-stop flight, where such lion is to be delivered to and placed in said plane at the time of said landing at Clover Field;

II.

IT IS AGREED that the official start of said non-stop flight is to occur not later than September 15, 1927; by the term "official start" is meant the actual departure of said airplane fully equipped for a non-stop flight between the starting point and New York, together with an actual flight of not less than fifty (50) miles from the starting point;

If said flight is successful, Second Party shall land said plane, weather permitting, at Roosevelt Field, New York, at which point said lion is to be delivered to said Metro-Goldwyn-Mayer Corporation, but if such landing cannot safely be made at Roosevelt Field, then the same will be made by Second Party at either of the three landing fields nearest New York City;

III.

Second Party agrees to operate said airplane in a careful and prudent manner and in compliance with any and all laws and ordinances relating thereto; and Second Party further agrees to exert his best efforts to the end that said lion will be delivered to said Metro-Goldwyn-Mayer Corporation in a safe and sound condition at New York City, but Second Party shall not be responsible for the health of said lion;

IV.

First and Second Parties hereby further agree that whereas First Party has engaged Second Party as pilot to fly said airplane, but without such lion, from New York City to Spokane, Washington, in the "National Air Derby Nonstop Race, New York to Spokane", Second Party agrees that he will fly said airplane from New York City to Spokane, Washington, between the 19th day of September and